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VA Form 26-6318c (Home Loan) Nov. 1974. Use optional. Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MARYLAND

PURCHASE MONEY

DEED OF TRUST

A Serie Day Recarded & Ex'd per Charles C. Keller, CLK

THIS DEED, made this

lst

day of

, 19 77, by and between

JOHN C. WALTER

party of the first part, and FRANK SPINETTA and CAROL J. TOMASI as hereinafter set forth, party of the second part:

. Trustee.

Whereas, the party of the first part is justly indebted unto COLONIAL MORTGAGE CORPORATION OF a Maryland Corporation D.C.,/whose post office address is 1101 - 17th Street, N.W., Washington, D. C., 20036

, a corporation organized and existing under the laws of the State of Maryland , in the principal sum of FORTY THREE THOUSAND ----- Dollars (\$43,000.00), with interest from date at the rate of eight and one-half per centum (8.50%) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date here. with and payable in monthly installments of Three Hundred Thirty and 67/100-----), commencing on the first day of October , 1977, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 2007 .

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, Therefore, This Indenture Witnesseth, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to "the parties of the first part" in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Frederick and State of Maryland, to wit: All that lot or parcel of land situate, lying and being in the Town of Brunswick, Frederick County, Maryland, on the West side of Maryland Avenue (formerly called Middle Street and Second Street) having for the beginning of the outlines thereof a point at the end of 42 feet on a line drawn South 12-1/2° West from the Northeast corner of Lot No. 44 as shown on the Plat of Berlin recorded in Liber W.R. No. 11 at Folio 288, one of the Land Records of Frederick County, Maryland, and running thence by and with the West side of said Maryland Avenue South 12-1/2° West a distance of 27-1/4 feet, thence North 77-1/2° West 72 feet, thence North 12-1/2° East 6-1/4 feet, thence North 77-1/2° West 20 feet, thence North 12-1/2° East 21 feet, and thence South 77-1/2° East 92 feet to the place of beginning.

BEING all and the same real estate which was conveyed unto James H. Haley, III, and Sara G. Haley, his wife, by a Deed from Ivan R. Huffer, dated June 21, 1971, and recorded among the Land Records of Frederick County, Maryland, in Liber 840, Folio 622.

AND ALSO BEING all and the same real estate which was conveyed unto John C. Walter by a Deed from James H. Haley, III, and Sara G. Haley, his wife, bearing even date herewith and recorded, or intended to be recorded, prior hereto among the aforesaid Land Records.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned; including but not limited to: Dishwasher, Washer, TV Antenna, Draperies, Range, Refrigerator.

Exh.b.t "A" Teled Jane 31,1978